

Herts Good Care Recruitment is a service delivered by Hertfordshire Care Providers Association (HCPA), an independent organisation that promoted the raising of quality in care in the private, independent, and voluntary sector in Hertfordshire. Herts Good Care Recruitment's service is available to anyone looking for work within adult social care in Hertfordshire and to all HCPA members wishing to advertise their job vacancies. There are conditions of using this service which these Terms and Conditions set out:

1. GENERAL

All job vacancies accepted for publication by Herts Good Care Recruitment in any of its email or online publications are subject to these Terms and Conditions. Any other conditions proposed by the provider will be void unless accepted by Herts Good Care Recruitment in writing.

2. DEFINITIONS

In these terms and conditions:

- I) 'Herts Good Care Recruitment' is the name of the service representing Hertfordshire Care Providers Association or HCPA and therefore means HCPA
- II) 'Applicant' is the jobseeker who have submitted their details to HCPA for support in finding a position
- III) 'Provider' means you as a care employer whose job vacancies will be advertised via HCPA, with or without branding.
- IV) 'Job Vacancy' means display of your advert online and via email and shall include inserts and supplements. This may or may not include provider branding and will not include name and contact details.

3. AVAILABILITY

All job vacancies are accepted subject to space being available on our online platform.

Due to this we do not allow for duplicate adverts.

4. FINANCES

Although the Herts Good Care Recruitment service is free as part of HCPA membership there may be additional enhanced services in the future which may require a fee. If you wish to use any paid services, you will be fully informed and provided with additional Terms and Conditions to do so.

Membership is based on each site. Each provider site looking to recruit must have its own membership. For example, if one provider has a site in Watford and a site in Hemel Hempstead then this would count as two separate memberships. For more on HCPA membership visit <https://www.hcpa.info/membership/>

5. DELIVERY AND OWNERSHIP

Job vacancies and any other materials provided must conform to Herts Good Care Recruitment's specifications. These are clear in the questions set out when you add a new position and via our website recruitment guidance. Clear, informative information is important for HCPA to recruit effectively for providers. Herts Good Care reserves the right to charge the provider for work required to amend materials to conform to specifications but accepts no liability for such work.

6. PRICES AND PAYMENTS TERMS

As forementioned Herts Good Care Recruitment's standard service is free as part of HCPA membership, however there may be additional enhanced services in the future which may require a fee. If you wish to use any paid services, you will be fully informed and provided with additional Terms and Conditions to do so.

7. AGENCY USE

Herts Good Care Recruitment aims to support care employers to fill their permanent vacancies to reduce the use of agency costs. As such, if as a provider you have a permanent care business but also provide agency staff to other care providers this must be disclosed when you request Herts Good Care Recruitment's support. Any applicants sent to you via Herts Good Care Recruitment must not be used for any agency work and HCPA reserve the right to investigate this if we believe any candidates sent by Herts Good Care Recruitment are being used for agency work. There is a separate contract to be read and signed by yourself if you have an agency business. We cannot recruit for agencies looking for care and support staff.

8. DATA PROTECTION

The details of the applicant will be held by Herts Good Care Recruitment on its database for the use of the recruitment service. These details will be passed to providers via email with the permission of the applicant. Details will be limited to contact details for the use of the standard Herts Good Care Recruitment service. Details will not be passed to any other third parties. The details will be removed after 2 years.

9. HERTS GOOD CARE RECRUITMENT LIABILITY

Herts Good Care Recruitment holds no liability to any applicants the provider may communicate, interview or begin work with. The service is an 'introduction, guidance and interview set up' service only. Herts Good Care Recruitment does not endorse any care provider or applicant and takes no responsibility for the employing company being of good repute.

10. CANCELLATION OR SUSPENSION

Cancellation or suspension of any job vacancy by the provider must be received in writing to Herts Good Care Recruitment within the period specified by an appropriate medium, email is preferred. The email jobs@hcpa.info can be accessed by all of the Herts Good Care Recruitment team and so is the most effective way of informing HCPA of any changes.

Herts Good Care Recruitment reserves the right to omit or suspend a job vacancy at any time for good reason, without liability to the provider and shall notify the provider as soon as possible. Good reason includes but is not limited to:

- I) **A lack of communication from the provider with Herts Good Care Recruitment:** When a suitable applicant is emailed to a provider a response is expected within a maximum of 7 days to inform Herts Good Care Recruitment of any progress being made with the applicant whether the provider is taking this application forward or not. This communication is paramount for Herts Good Care Recruitment to continue to obtain funding for the service. Information including the level of interest, contact update, interviews arranged, and job offers and placements are required by Herts Good Care Recruitment from the provider.
- II) **A lack of communication from the provider with the applicant:** If Herts Good Care Recruitment have sent an applicant that is suitable for the vacancy based on job vacancy

detail given by the provider, the provider must contact the applicant within a maximum of 7 days. If the provider deems the applicant unsuitable then this along with reasons for decision must be provided to Herts Good Care Recruitment within the same time frame. This allows us to continue working with the applicant in sourcing work elsewhere.

- III) **Quality of job vacancy:** When the provider adds the job vacancy via <http://www.hcpajobs.info/new-job> sufficient information is required for Herts Good Care Recruitment to effectively support the provider to fill their vacancy. If information is not sufficient or of a high quality deemed by Herts Good Care Recruitment the employer will be informed by an initial call and a follow up email. If no response is received within 7 days the original job vacancy will be removed and no further action will be taken from Herts Good Care Recruitment.

Failure to comply with any of the above can result in your advert being removed from the Herts Good Care Recruitment database and no further recruitment support provided by Herts Good Care Recruitment.

11. PROVIDER WARRANTIES AND INDEMNITIES

The provider warrants that the job vacancy does not contravene the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (CAP Code) and is not in breach of any legislation including the Equality Act 2010, the Obscene Publications Act 1959 or any other legislation or regulation.

If any job vacancy submitted for publication contains the name or pictorial representation (photographic or otherwise) of any living persona and/or any part of any living person and/or copy by which any living persona is or can be readily identified, the provider warrants that the provider has obtained the authority of such living person to make use of such name, representation and/or copy.

The provider will indemnify and hold harmless Herts Good Care Recruitment from and against any claim that the job vacancy infringes the copyright, trademark or other intellectual property rights of any person or that is defamatory or infringes any other right of any person.

Herts Good Care Recruitment reserves the right to withdraw and/or refuse to public a job vacancy without liability to the provider if it reasonably believes that the job vacancy may make Herts Good Care Recruitment liable to any complaint, claim or proceedings.

12. ONLINE JOB VACANCIES

The provider must complete an online form to submit job vacancies to the Herts Good Care website. All providers job vacancies will be free of charge. Branding, if any would be the company name and will not include any logos, contact details, application form or website when published on the website. Herts Good Care Recruitment requests these details for when interested applicants are being pursued.

To cancel or alter a job vacancy the provider must inform Herts Good Care Recruitment via email to jobs@hcpa.info

13. RESPONSE

Herts Good Care Recruitment does not guarantee any response to the providers job vacancy or that responses will be suitable for the job advertised. Herts Good Care Recruitment completes a telephone pre-screening with every candidate whose details are sent to the provider. It is the

providers responsibility to carry out such checks and procedures as are necessary to ensure that candidates are suitable for the job advertised and have the required qualifications and personal characteristics.

Providers agree to deal fairly and professionally with applicants and Herts Good Care Recruitment staff who may be interested in their job vacancy and will indemnify Herts Good Care Recruitment from and against any claim brought by an individual against Herts Good Care Recruitment arising from a breach of this obligation or any other of these terms and conditions.

14. RIGHT TO REJECT ADVERTS

Herts Good Care Recruitment reserves the right to refuse to create or accept any advert it does not see fit to be published. No correspondence will be entered into with a provider who is refused an advert.

15. HERTS GOOD CARE RECRUITMENT RESPONSIBILITY

Herts Good Care Recruitment accepts no responsibility for providers finding applicants after job vacancy has been made activated on the Herts Good Care website. It is the sole judgement of the applicant to choose to be put forward by the Herts Good Care Recruitment staff for the job vacancy.

16. NO WARRANTY

Herts Good Care Recruitment shall not be liable to the provider for any loss or damage incurred by the applicant or the Herts Good Care Recruitment service whether caused by the provider, applicant or Herts Good Care Recruitment service under any circumstances.

17. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

18. INFORMATION SHARING

Herts Good Care Recruitment reserves the right to contact the relevant sources of applicants with job vacancy information. As an example, a relevant source could be a jobcentre contact.

19. APPLICANT PLACEMENTS

Herts Good Care Recruitment can only find applicants for adult care providers who deliver care to 50% of their clients in Hertfordshire (not recruitment agencies). No applicants can be found or placed for care agency work employees.

20. AGREEMENT

These terms and conditions are deemed to be accepted by the provider by ticking the confirmation box on the online new job form.